

Judge Mary Jo Heston
Chapter 13
Location: Tacoma
Hearing Date: November 20, 2020
Hearing Time: 9:00 a.m.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

IN RE:

SARAH HOOVER,

Debtor,

BK Case No. 19-42890-MJH

Adversary Case No. 20-04002-MJH

**DECLARATION OF JOHN
MCINTOSH**

SARAH HOOVER,

Plaintiff,

v.

QUALITY LOAN SERVICE CORP. OF
WASHINGTON, et. al.,

Defendants.

I, John McIntosh, declare as follows:

1. I am one of the attorneys for IH6 Property Washington, L.P. ("IH6 Property"). I am of legal age and competent to testify. I have personal knowledge of the statements made in this declaration.

2. Attached hereto as Exhibit A is a copy of the recorded Trustee's Deed to Sarah and Leo Hoover and Eastside Funding, LLC for security purposes only conveying property commonly known as 14510 Holiday Dr. NW, Gig Harbor, WA.

DECLARATION OF MCINTOSH - 1

SCHWEET LINDE & COULSON, PLLC

575 S. MICHIGAN ST.
SEATTLE, WA 98108

P (206) 275-1010 F (206) 381-0101

1 3. Attached hereto as Exhibit B is a copy of the sale history of 14510 Holiday Dr.
2 NW, Gig Harbor, WA I obtained from the Pierce County Treasurer-Assessor website on
3 November 13, 2020.

4 4. Attached hereto as Exhibit C is a copy of the recorded Trustee's Deed to Sarah
5 and Leo Hoover and Eastside Funding, LLC for security purposes only conveying property
6 commonly known as 15303 103rd Avenue CT E, Puyallup, WA.

7 5. Attached hereto as Exhibit D is a copy of the sale history of 15303 103rd Avenue
8 CT E, Puyallup, WA I obtained from the Pierce County Treasurer-Assessor website on
9 November 13, 2020.

10 6. Attached hereto as Exhibit E is copy of the Corporate Information for Alis
11 Homes, LLC I obtained from the Washington Secretary of State website on November 13, 2020.

12 7. Attached hereto as Exhibit F is a copy of the recorded Trustee's Deed to Alis
13 Homes, LLC and Eastside Funding, LLC for security purposes only conveying property
14 commonly known as 1717 Willow St, Sumner, WA.

15 8. Attached hereto as Exhibit G is a copy of the sale history of 1717 Willow St,
16 Sumner, WA I obtained from the Pierce County Treasurer-Assessor website on November 13,
17 2020.

18 9. Attached hereto as Exhibit H is a copy of the Complaint filed in King County
19 Superior Court Case No. 17-2-07550-7 KNT.

20 10. Attached hereto as Exhibit I is a copy of a Declaration filed by the Debtor on
21 behalf of Alis Homes, LLC in King County Superior Court Case No. 17-2-07550-7 KNT.

22 I declare under the penalty of perjury that the foregoing is true and correct.
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1 Dated: November 13, 2020 at Seattle, WA

2
3 /s/John A. McIntosh

4 John A. McIntosh, WSBA 43113
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DECLARARATION OF MCINTOSH - 3

SCHWEET LINDE & COULSON, PLLC

575 S. MICHIGAN ST.

SEATTLE, WA 98108

P (206) 275-1010 F (206) 381-0101

Exhibit A

201506150119 LPATTER 2 PGS
 06/15/2015 10:29:02 AM \$73.00
 AUDITOR: Pierce County, WASHINGTON

After Recording Return To:
 Sarah and Leo Hoover and Eastside Funding, LLC for Security Purposes Only
 3933 Lake Washington Blvd NE Suite 100
 Kirkland WA 98033

File No.: 7023.108659/GIOVINE, BECKY and LUKE

Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Sarah and Leo Hoover and Eastside Funding, LLC for Security Purposes Only, as GRANTEE, all real property (the Property), situated in the County of PIERCE, State of Washington, described as follows:

Tax Parcel No.: 788200-019-0

Lot 19 in Block 1 of Stansberry Lake, according to Plat recorded in Book 31 of Plats, Pages 28, 29 and 30, in Pierce County, Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Becky Giovine and Luke Giovine, wife and husband, as Grantor, to Northwest Trustee Services, LLC, as Trustee, and Wells Fargo Bank, N.A., Beneficiary, dated 03/31/10, recorded 04/06/10, under Auditor's/Recorder's No. 201004060546, records of PIERCE County, Washington.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$210,798.00 with interest thereon, according to the terms thereof, in favor of Wells Fargo Bank, N.A. and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. Wells Fargo Bank, N.A., being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.
6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 03/18/14, recorded in the office of the Auditor of PIERCE County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 201403180413. And Amended Notice of Trustee's Sale recorded under Auditors File No. 201502090947.

06/15/2015 10:29:02 AM LPATTER 4370075 1 PG
 EXCISE COLLECTED: \$0.00 PROC FEE: \$5.00
 AUDITOR
 Pierce County, WASHINGTON TECH FEE: \$5.00

For reference only, not for re-sale.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as Outside of the 2nd floor entry plaza on the west side of the County-City Building, 930 Tacoma Avenue South, City of Tacoma, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served in compliance with the requirements of RCW 61.24.031 and RCW 61.24.040; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.

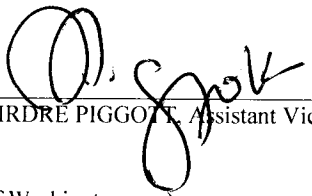
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on May 29, 2015, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$177,900.00 cash.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property; Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: June 4, 2015

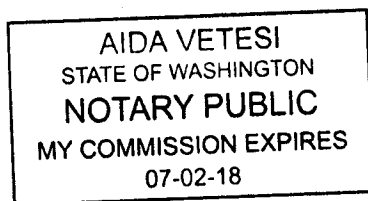
NORTHWEST TRUSTEE SERVICES, INC.

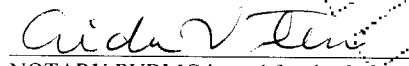
BY: 
DEIRDRE PIGGOTT, Assistant Vice President

State of Washington
County of King)

I Aida Vetesi, Notary certify that I know or have satisfactory evidence that DEIRDRE PIGGOTT is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 4, 2015




NOTARY PUBLIC in and for the State of
Washington, residing at King County.
My commission expires: 07-02-18

For reference only, not for re-sale.

Pierce County Assessor-Treasurer Property Summary

14510 HOLIDAY DR NW

MALLORY MIKE M JR & ERIKA N
7882000190

Tax Description Section 19 Township 22 Range 01 Quarter 24 STANSBERRY LAKE L 19 B 1 TOG/W COMM INT EASE OF RECORD																											
Property Details Parcel Number 7882000190 Site Address 14510 HOLIDAY DR NW Account Type Real Property Category Land and Improvements Use Code 1101-SINGLE FAMILY DWELLING		Taxpayer Details Taxpayer Name MALLORY MIKE M JR & ERIKA N Mailing Address 14510 HOLIDAY DRIVE NW GIG HARBOR, WA 98329-5125																									
Appraisal Details Land Economic Area 100401 Value Area PI1 Appr Acct Type Residential Business Name Last Inspection 01/30/2020-Physical Inspection Appraisal Area 10		Related Parcels Group Account Number n/a Located On n/a Associated Parcels n/a																									
Assessed Value <table border="0"> <tr> <td>Value Year</td> <td>2020</td> <td>Assessed Total</td> <td>407,700</td> </tr> <tr> <td>Tax Year</td> <td>2021</td> <td>Assessed Land</td> <td>70,900</td> </tr> <tr> <td>Taxable Value</td> <td>407,700</td> <td>Assessed Improvements</td> <td>336,800</td> </tr> <tr> <td>Tax Code Area</td> <td>471</td> <td>Current Use Land</td> <td>0</td> </tr> <tr> <td>Tax Code Area Rate</td> <td>0</td> <td>Personal Property</td> <td>0</td> </tr> <tr> <td>Notice of Value Mailing Date</td> <td>06/25/2020</td> <td></td> <td></td> </tr> </table>				Value Year	2020	Assessed Total	407,700	Tax Year	2021	Assessed Land	70,900	Taxable Value	407,700	Assessed Improvements	336,800	Tax Code Area	471	Current Use Land	0	Tax Code Area Rate	0	Personal Property	0	Notice of Value Mailing Date	06/25/2020		
Value Year	2020	Assessed Total	407,700																								
Tax Year	2021	Assessed Land	70,900																								
Taxable Value	407,700	Assessed Improvements	336,800																								
Tax Code Area	471	Current Use Land	0																								
Tax Code Area Rate	0	Personal Property	0																								
Notice of Value Mailing Date	06/25/2020																										
Assessment Details 2020 Values for 2021 Tax Taxable Value \$407,700 Assessed Value \$407,700		Tax Amounts Due <table border="1"> <thead> <tr> <th>Tax Year</th> <th>Minimum Due</th> <th>Total Due</th> </tr> </thead> <tbody> <tr> <td>TOTAL</td> <td>0.00</td> <td>0.00</td> </tr> </tbody> </table>		Tax Year	Minimum Due	Total Due	TOTAL	0.00	0.00																		
Tax Year	Minimum Due	Total Due																									
TOTAL	0.00	0.00																									

Property Tax Exemptions

No exemptions

Land Details

Land Economic Area	100401
RTSQQ	01-22-19-24
Value Area	PI1
Square Footage	10,125
Acres	0.232
Front Foot	0
Electric	Power Installed
Sewer	Sewer/Septic Installed
Water	Water Installed

Building 1 Details

General Characteristics

Property Type	Residential
Condition	Average
Quality	Average Plus
Neighborhood	100401
Occupancy	Single Family Residential
Square Feet	1,956
Net Square Feet	0
Attached Garage Square Feet	572
Detached Garage Square Feet	0
Carport Square Feet	0
Finished Attic Square Feet	0
Total Basement Square Feet	0
Finished Basement Square Feet	0
Basement Garage Door	0
Fireplaces	1

Built-As

DESCRIPTION	2 Story
YEAR BUILT	1979
ADJUSTED YEAR BUILT	1995
SQUARE FEET	1,956
STORIES	2
BEDROOMS	3
BATHROOMS	2.5
EXTERIOR	Frame Siding
CLASS	n/a
ROOF	Composition Shingle
HVAC	Electric Baseboard
UNITS	1

Improvement Details

Type	Description	Units
Add On	Other Imps Misc	1
Garage	Built In	572
Porch	Encl Solid Wall	208
Porch	Open Slab	594
Porch	Wood Deck	152

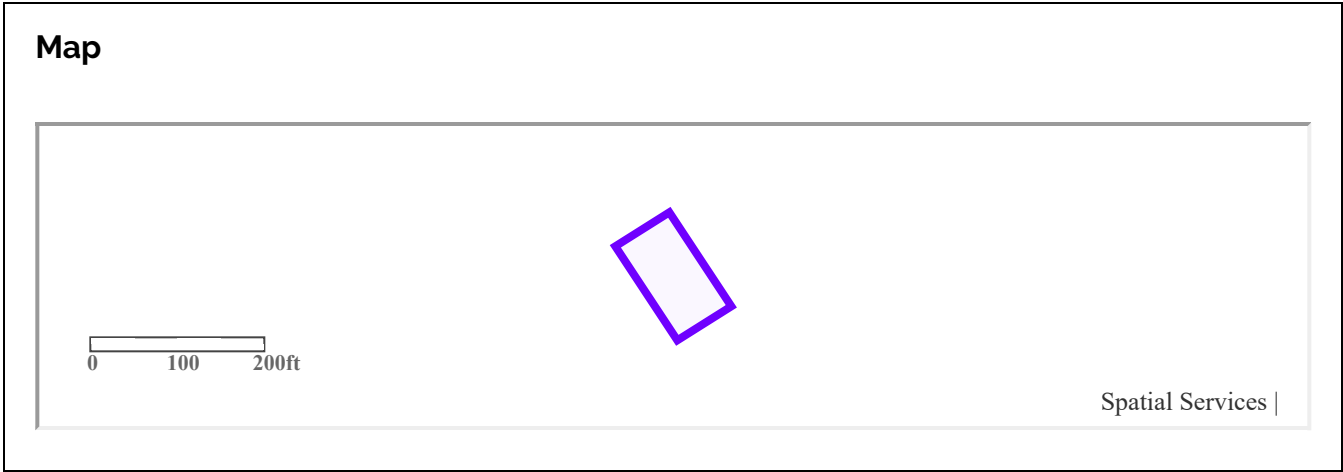
Sales History

SALE DATE	10/06/2020
ETN	4543833
PARCEL COUNT	1
GRANTOR	FRANKLIN SCOTT & SHAWNA
GRANTEE	MALLORY MIKE M JR & ERIKA N
SALE PRICE	440,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	12/14/2015
ETN	4386233
PARCEL COUNT	1
GRANTOR	HOOVER SARAH & LEO
GRANTEE	FRANKLIN SHAWNA L
SALE PRICE	260,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	06/04/2015
ETN	4370075
PARCEL COUNT	1
GRANTOR	NORTHWEST TRUSTEE SERVICES INC
GRANTEE	HOOVER SARAH & LEO
SALE PRICE	177,900
DEED TYPE	Trustee Deed (Foreclosure)
SALES NOTES	

SALE DATE	09/15/2006
ETN	4140371
PARCEL COUNT	1
GRANTOR	GRAHAM G ALEXANDER E & DEBORAH
GRANTEE	GIOVINE BECKY & LUKE
SALE PRICE	309,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

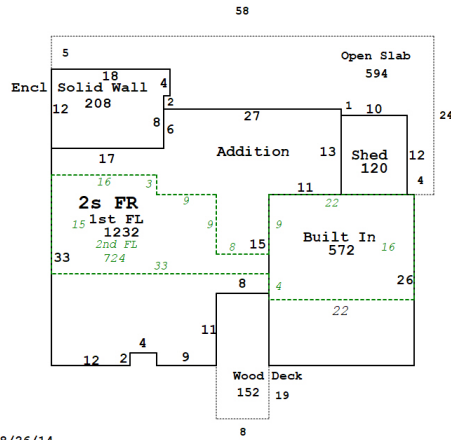


Photos

2020_PRI_1-30-2020_CC_.jpg

Sketches

7882000190

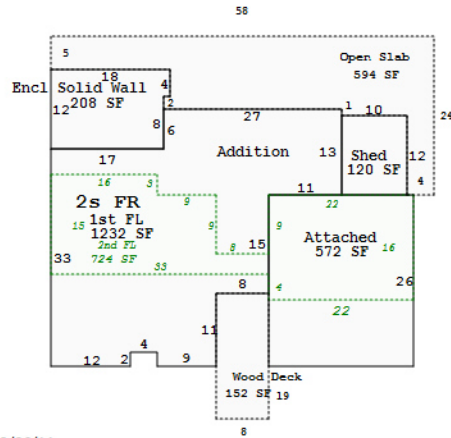


UPDATED BY SV 8/26/14
 Sketched by Angelina

Sketch by Apex Sketch

2020_IMP_1_3-17-2020_Page 1 - Apex 7882000190 Imp No - 1.JPG

7882000190



UPDATED BY SV 8/26/14
 Sketched by Angelina

Sketch by Apex Medina™

2014_IMP_1_8-28-2014_Page 1 - Apex 7882000190 Imp No - 1.JPG

Irregular MP
est 400

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12 ENCL/WD
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2nd FL
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4
9
Wood Deck
112

Sketch by Apex IV/Windows™

2002_IMP_1_7-31-2002_Page 1 - Apex 7882000190 Imp No - 1.JPG

Exhibit C

201509110198 LPATTER 2 PGS
 09/11/2015 11:19:47 AM \$73.00
 AUDITOR, Pierce County, WASHINGTON

After Recording Return To:
 Leo & Sarah Hoover and Eastside Funding LLC for security purposes only
 3933 Lake Washington Blvd NE Suite#100
 Kirkland, WA 98033

File No.: 7023, 113011/RICE, STEVEN and JULIE

Trustee's Deed

The GRANTOR, Northwest Trustee Services, Inc., as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Leo & Sarah Hoover and Eastside Funding LLC for security purposes only, as GRANTEE, all real property (the Property), situated in the County of PIERCE, State of Washington, described as follows:

Tax Parcel No.: 572700-004-0

Lot 4, Meadow Lark Estates, according to Plat recorded in Book 53 of Plats, Pages 49 and 50, in Pierce County, Washington.

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust between Steven Rice, a married person and Julie Rice, a married person, as Grantor, to Northwest Trustee Services, LLC, as Trustee, and Edward Jones Mortgage, LLC, Beneficiary, dated 09/26/11, recorded 09/30/11, under Auditor's/Recorder's No. 201109300402, records of PIERCE County, Washington and subsequently assigned to Wells Fargo Bank, N.A. under PIERCE County Auditor's/Recorder's No. 201109300403.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$287,597.00 with interest thereon, according to the terms thereof, in favor of Edward Jones Mortgage, LLC and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of Trust grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Wells Fargo Bank, N.A., being then the holder of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 04/28/15, recorded in the office of the Auditor of PIERCE County, Washington, a "Notice of Trustee's Sale" of the Property under Auditor's File No. 201504280507.

09/11/2015 11:19:47 AM LPATTER 4378226 1 PG
 EXCISE COLLECTED: \$0.00 PROC FEE: \$5.00
 AUDITOR
 Pierce County, WASHINGTON TECH FEE: \$5.00

For reference only, not for re-sale.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as Outside of the 2nd floor entry plaza, on the west side of the County-City Building, 930 Tacoma Avenue South, City of Tacoma, State of Washington a public place, at 10:00 o'clock a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served in compliance with the requirements of RCW 61.24.031 and RCW 61.24.040; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and the seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW.

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on August 28, 2015, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$205,500.00 cash.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the trustee owed no duty to make disclosures to Grantee concerning the Property. Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the Property.

DATED: September 2, 2015

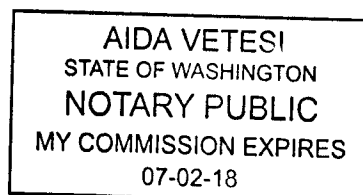
NORTHWEST TRUSTEE SERVICES, INC.

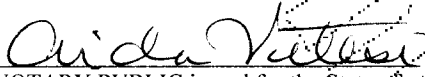
BY: 
DEIRDRE PIGGOTT, Assistant Vice President

State of Washington)
County of King)

I Aida Vetesi, Notary certify that I know or have satisfactory evidence that DEIRDRE PIGGOTT is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 2, 2015




NOTARY PUBLIC in and for the State of
Washington, residing at King County.
My commission expires: 07-02-18

For reference only, not for re-sale.

Pierce County Assessor-Treasurer Property Summary

15303 103RD AVCT E

MATTESON BRIGHTON & BRITTANY
5727000040

Tax Description Section 22 Township 19 Range 04 Quarter 32 MEADOW LARK ESTATES L 4 EASE OF RECORD																															
Property Details Parcel Number 5727000040 Site Address 15303 103RD AVCT E Account Type Real Property Category Land and Improvements Use Code 1101-SINGLE FAMILY DWELLING		Taxpayer Details Taxpayer Name MATTESON BRIGHTON & BRITTANY Mailing Address 15303 103RD AVENUE CT E PUYALLUP, WA 98374-9701																													
Appraisal Details Land Economic Area 081403 Value Area PI2 Appr Acct Type Residential Business Name Last Inspection 02/05/2015-Physical Inspection Appraisal Area 08		Related Parcels Group Account Number n/a Located On n/a Associated Parcels n/a																													
Assessed Value <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Value Year</td> <td style="width: 20%;">2020</td> <td style="width: 30%;">Assessed Total</td> <td style="width: 20%;">362,300</td> </tr> <tr> <td>Tax Year</td> <td>2021</td> <td>Assessed Land</td> <td>139,600</td> </tr> <tr> <td></td> <td></td> <td>Assessed Improvements</td> <td>222,700</td> </tr> <tr> <td>Taxable Value</td> <td>362,300</td> <td></td> <td></td> </tr> <tr> <td>Tax Code Area</td> <td>195</td> <td>Current Use Land</td> <td>0</td> </tr> <tr> <td>Tax Code Area Rate</td> <td>0</td> <td>Personal Property</td> <td>0</td> </tr> <tr> <td>Notice of Value Mailing Date</td> <td>06/25/2020</td> <td></td> <td></td> </tr> </table>				Value Year	2020	Assessed Total	362,300	Tax Year	2021	Assessed Land	139,600			Assessed Improvements	222,700	Taxable Value	362,300			Tax Code Area	195	Current Use Land	0	Tax Code Area Rate	0	Personal Property	0	Notice of Value Mailing Date	06/25/2020		
Value Year	2020	Assessed Total	362,300																												
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Tax Code Area Rate	0	Personal Property	0																												
Notice of Value Mailing Date	06/25/2020																														
Assessment Details 2020 Values for 2021 Tax Taxable Value \$362,300 Assessed Value \$362,300		Tax Amounts Due <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Tax Year</th> <th style="width: 25%;">Minimum Due</th> <th style="width: 50%;">Total Due</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> </tr> </tbody> </table>		Tax Year	Minimum Due	Total Due	TOTAL	0.00	0.00																						
Tax Year	Minimum Due	Total Due																													
TOTAL	0.00	0.00																													

Property Tax Exemptions

No exemptions

Land Details

Land Economic Area	081403
RTSQQ	04-19-22-32
Value Area	PI2
Square Footage	12,933
Acres	0.297
Front Foot	0
Electric	Power Installed
Sewer	Sewer/Septic Installed
Water	Water Installed

Building 1 Details

General Characteristics

Property Type	Residential
Condition	Average
Quality	Average
Neighborhood	081403
Occupancy	Single Family Residential
Square Feet	2,214
Net Square Feet	0
Attached Garage Square Feet	648
Detached Garage Square Feet	0
Carport Square Feet	0
Finished Attic Square Feet	0
Total Basement Square Feet	0
Finished Basement Square Feet	0
Basement Garage Door	0
Fireplaces	1

Built-As

DESCRIPTION	Split Entry
YEAR BUILT	1979
ADJUSTED YEAR BUILT	1994
SQUARE FEET	2,214
STORIES	2
BEDROOMS	4
BATHROOMS	2.25
EXTERIOR	Frame Siding
CLASS	n/a
ROOF	Composition Shingle
HVAC	Forced Air
UNITS	1

Improvement Details

Type	Description	Units
Basement	Concrete Slab	783
Garage	Built In	648
Porch	Wood Deck	264

Sales History

SALE DATE	03/03/2016
ETN	4391947
PARCEL COUNT	1
GRANTOR	HOOVER LEO & SARAH
GRANTEE	MATTESON BRIGHTON & BRITTANY
SALE PRICE	307,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	09/02/2015
ETN	4378226
PARCEL COUNT	1
GRANTOR	NORTHWEST TRUSTEE SERVICES INC
GRANTEE	HOOVER LEO & SARAH
SALE PRICE	205,500
DEED TYPE	Trustee Deed (Foreclosure)
SALES NOTES	

SALE DATE	08/29/2006
ETN	4138361
PARCEL COUNT	1
GRANTOR	BOTSFORD JAMES R & TATIANA L
GRANTEE	RICE STEVEN & JULIE
SALE PRICE	319,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	03/18/2004
ETN	4035065
PARCEL COUNT	1
GRANTOR	CHAVEZ ROBERT J & CARMELITA M
GRANTEE	BOTSFORD JAMES R & TATIANA L
SALE PRICE	179,500
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

Map

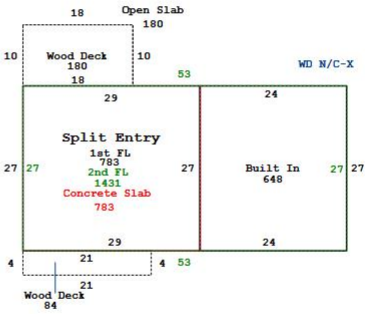


Photos

Sorry, no photo available for display

Sketches

5727000040



Apex 02/2019

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BUSINESS INFORMATION

Business Name:

ALIS HOMES LLC

UBI Number:

603 591 042

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ADMINISTRATIVELY DISSOLVED

Principal Office Street Address:

18205 106TH ST E, BONNEY LAKE, WA, 98391, UNITED STATES

Principal Office Mailing Address:

Expiration Date:

02/28/2018

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

02/29/2016

Period of Duration:

PERPETUAL

Inactive Date:

07/03/2018

Nature of Business:

REGISTERED AGENT INFORMATION

Registered Agent Name:

SARAH HOOVER

Street Address:

18205 106TH ST E, BONNEY LAKE, WA, 98391-0000, UNITED STATES

Mailing Address:

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		SARAH	HOOVER
GOVERNOR	INDIVIDUAL		LEO	HOOVER

Exhibit F

AFTER RECORDING RETURN TO:
ALIS HOMES LLC AND EASTSIDE
FUNDING LLC FOR SECURITY
PURPOSES ONLY

3933 Lake Washington Blvd NE Suite 100
 Kirkland, WA 98033

201604220569 RJOHNSO 3 PGS
 04/22/2016 02:20:11 PM \$75.00
 AUDITOR, Pierce County, WASHINGTON

150241022

Simons, Helen M., 46781429

TRUSTEE'S DEED

The **GRANTOR, Weinstein & Riley, P.S.**, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payments, recited below, hereby grants and conveys without warranty to **ALIS HOMES LLC AND EASTSIDE FUNDING LLC FOR SECURITY PURPOSES ONLY, GRANTEE**, that real property, situated in Pierce County, State of Washington, described as follows:

Assessor's Property Tax Parcel/Account Number(s): 5316000010

Abbreviated Legal: LOT 1, LITTLE SIX ADD

LOT 1 OF LITTLE SIX ADDITION, AS PER PLAT RECORDED IN VOLUME 48 OF PLATS AT PAGES 10 AND 11, RECORDS OF PIERCE COUNTY AUDITOR; SITUATE IN THE CITY OF SUMNER, COUNTY OF PIERCE, STATE OF WASHINGTON

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Helen M Simons, as her sole and separate property, as Grantor, to Commonwealth as Trustee, and Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a nominee for Mortgage Brokers Services, Inc. and its successors and assigns as Beneficiary, dated August 21, 2006 recorded August 30, 2006 under Recording No. 200608300361

TRUSTEE'S DEED - 1

Simons, 46781429
 WA-Trustee's Deed Lender

04/22/2016 02:20:11 PM RJOHNSO 4396017 2 PGS
 EXCISE COLLECTED: \$0.00 PROC FEE: \$5.00
 AUDITOR
 Pierce County, WASHINGTON TECH FEE: \$5.00

For reference only, not for re-sale.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payments of a promissory note according to the terms thereof, in favor of Mortgage Electronic Registration Systems, Inc. is a separate corporation that is acting solely as a nominee for Mortgage Brokers Services, Inc. and its successors and assigns and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.
3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor as set forth in "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made operative the power to sell, the thirty-day advance "Notice of Default" was transmitted to the Grantor, or his successor-in-interest, and a copy of said Notice was posted or served in accordance with law.
5. CitiMortgage, Inc. being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.
6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, executed and on November 23, 2015 recorded in the office of the Auditor of Pierce County, Washington a "Notice of Trustee's Sale" of said property as Instrument No. 201511230003.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale as at the 2nd floor entry plaza outside the Pierce County Courthouse, 930 Tacoma Ave South, Tacoma, WA located at Pierce County, State of Washington, a public place on April 1, 2016 at 9:00 AM and in accordance with law, caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to ninety (90) days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-five (35) and twenty-eighth (28) day before the date of sale, and once between the fourteenth (14) and seventh (7) day before the date of sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted or served to or upon the Grantor or his successor-in-interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

TRUSTEE'S DEED - 2

Simons, 46781429
WA-Trustee's Deed Lender

For reference only, not for re-sale.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
10. The default specified in the "Notice of Trustee's Sale" not having been cured ten (10) days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on April 1, 2016, the date of sale, which was not less than 190 days before the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described, for the sum of \$220,000.00.

Dated: April 20, 2016

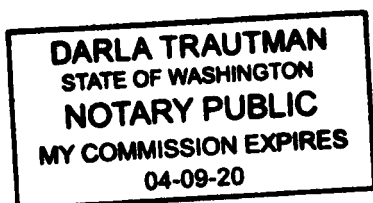
Weinstein & Riley, P.S.

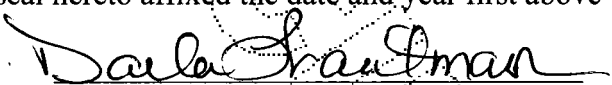
By 
Daniel Ross, Director

State of Washington)
) ss:
County of King)

On this 20 day of April, 2016 before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel Ross, Director of Weinstein & Riley, P.S., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath states that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the date and year first above written.




Name: Darla Trautman
NOTARY PUBLIC in and for the State of
Washington at King County
My Appt. Exp. April 9, ~~2016~~ 2020

TRUSTEE'S DEED - 3

Simons, 46781429
WA-Trustee's Deed Lender

For reference only, not for re-sale.

Exhibit G

Pierce County Assessor-Treasurer Property Summary

**1717 WILLOW ST****FORNEY BARBARA L****5316000010**

Tax Description

Section 25 Township 20 Range 04 Quarter 11 LITTLE SIX ADDITION L 1 EASE OF REC

Property Details

Parcel Number 5316000010
Site Address 1717 WILLOW ST
Account Type Real Property
Category Land and Improvements
Use Code 1101-SINGLE FAMILY DWELLING

Taxpayer Details

Taxpayer Name FORNEY BARBARA L
Mailing Address 1717 WILLOW ST
 SUMNER, WA
 98390-1274

Appraisal Details

Land Economic Area 030203
Value Area PI6
Appr Acct Type Residential
Business Name
Last Inspection 10/25/2019-Physical Inspection
Appraisal Area 03

Related Parcels

Group Account Number n/a
Located On n/a
Associated Parcels n/a

Assessed Value

Value Year	2020	Assessed Total	366,600
Tax Year	2021	Assessed Land	162,300
		Assessed Improvements	204,300
Taxable Value	366,600		
Tax Code Area	117	Current Use Land	0
Tax Code Area Rate	0	Personal Property	0
Notice of Value Mailing Date	06/25/2020		

Assessment Details

2020 Values for 2021 Tax

Taxable Value \$366,600
Assessed Value \$366,600

Tax Amounts Due

Tax Year	Minimum Due	Total Due
TOTAL	0.00	0.00

Property Tax Exemptions

No exemptions

Land Details

Land Economic Area	030203
RTSQQ	04-20-25-11
Value Area	PI6
Square Footage	12,750
Acres	0.293
Front Foot	0
Electric	Power Installed
Sewer	Sewer/Septic Installed
Water	Water Installed

Building 1 Details

General Characteristics

Property Type	Residential
Condition	Average
Quality	Average
Neighborhood	030203
Occupancy	Single Family Residential
Square Feet	1,475
Net Square Feet	0
Attached Garage Square Feet	330
Detached Garage Square Feet	0
Carport Square Feet	0
Finished Attic Square Feet	0
Total Basement Square Feet	0
Finished Basement Square Feet	0
Basement Garage Door	0
Fireplaces	1

Built-As

DESCRIPTION	1 Story
YEAR BUILT	1977
ADJUSTED YEAR BUILT	1993
SQUARE FEET	1,475
STORIES	1
BEDROOMS	3
BATHROOMS	1.75
EXTERIOR	Frame Vinyl
CLASS	n/a
ROOF	Composition Shingle
HVAC	Forced Air
UNITS	1

Improvement Details

Type	Description	Units
Add On	Other Imps Misc	1
Garage	Attached	330
Porch	Slab Roof Ceil	141
Porch	Wood Deck	610

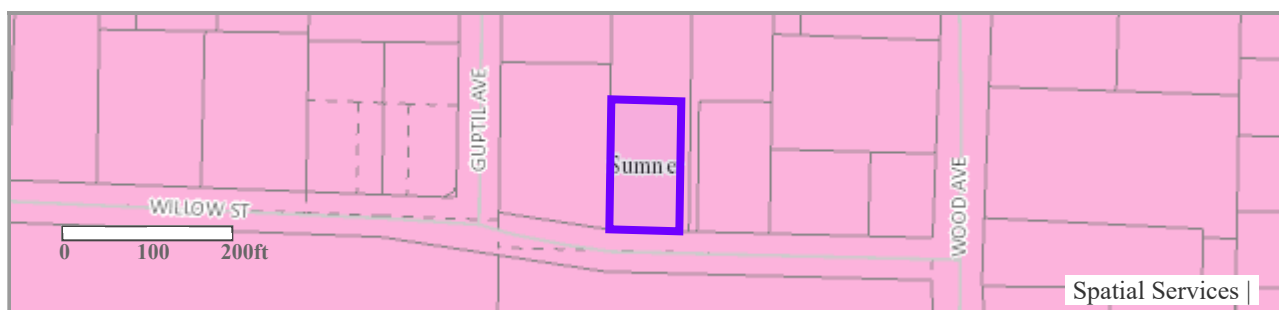
Sales History

SALE DATE	10/07/2016
ETN	4412694
PARCEL COUNT	1
GRANTOR	ALIS HOMES LLC
GRANTEE	FORNEY BARBARA L
SALE PRICE	329,950
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

SALE DATE	04/20/2016
ETN	4396017
PARCEL COUNT	1
GRANTOR	WEINSTEIN AND RILEY PS
GRANTEE	ALIS HOMES LLC
SALE PRICE	220,000
DEED TYPE	Trustee Deed (Foreclosure)
SALES NOTES	

SALE DATE	08/21/2006
ETN	4137896
PARCEL COUNT	1
GRANTOR	DEESE JULIAN C JR & SANDRA K
GRANTEE	SIMONS HELEN M
SALE PRICE	310,000
DEED TYPE	Statutory Warranty Deed
SALES NOTES	

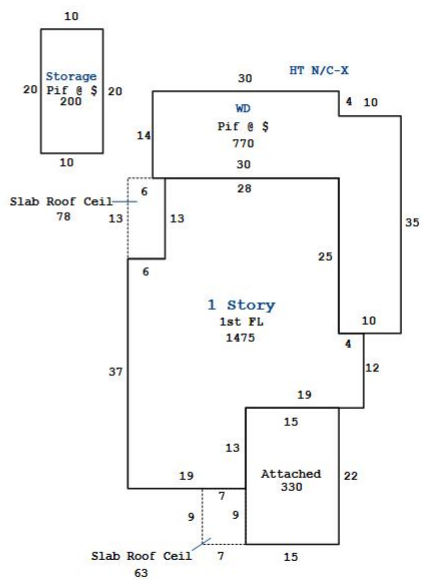
Map



Photos

2020_PRI_10-25-2019_MX_.jpg

5316000010



Apex 02/2019

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

HOLESHOT PROPERTIES, LLC, a
Washington state limited liability company;
Assignee of PACWEST INVESTMENT
GROUP, INC., a Nevada corporation,

Plaintiff,

v.

ALIS HOMES, LLC, a Washington state
limited liability company, and AMERICAN
CONTRACTORS INDEMNITY CO., a
Washington state corporation, Bond No.
100301498,

Defendants.

No.

COMPLAINT

COMES NOW Plaintiff, HOLESHOT PROPERTIES, LLC, by and through its
attorneys of record, Chad E. Ahrens and Maura S. McCoy of Smith Alling, P.S., and for
claims against Alis Homes, LLC, allege and aver as follows:

I. PARTIES AND JURISDICTION

1.1 Plaintiff Holeshot Properties, LLC (hereinafter "Holeshot") is a Washington
state limited liability company with its principal place of business in Graham, Pierce County,
Washington. Holeshot has paid all corporate license fees to date as required by law.

1 Holeshot is the current fee owner of the subject real property and improvements located at the
2 common address of 34625 53rd Ave S., Auburn, King County, Washington (the “Real
3 Property”) and is the assignee of PacWest Investment Group, Inc., the fee owner at the time
4 Defendant Alis Homes, LLC was engaged as a general contractor for improvements to the
5 Real Property. For purposes of this Complaint, wherever Plaintiff Holeshot is referenced
6 herein such reference shall mean Plaintiff Holeshot Properties, LLC, owner of the Real
7 Property and assigned and successor-in-interest to PacWest Investment Group, Inc.

8 1.2 Defendant Alis Homes, LLC (hereinafter “Alis”) is a Washington state limited
9 liability company with its principal place of business located at 18205 106th St. E, Bonney
10 Lake, Pierce County, Washington, and, all times relevant hereto, conducted business in Pierce
11 County, Washington as a duly licensed general contractor, bonded, and registered pursuant to
12 RCW 18.27.040 under registration number ALISHHL844DD all times relevant hereto.

13 1.3 Defendant American Contractors Indemnity Company is a Washington State
14 insurer and is the surety which issued a bond on behalf of Defendant Alis under Bond No.
15 100301498, in the amount of \$12,000. This bond was posted by Alis for the principal purpose
16 of allowing Alis the requirements for registration pursuant to RCW 18.27, for the period of
17 March 1, 2016 until cancelled. Plaintiff is within the class of persons intended to be protected
18 by said bond.

19 1.4 Jurisdiction and venue are properly placed in the Superior Court of King
20 County, Washington, pursuant to RCW 4.12 *et seq.*

21 II. FACTS

22 2.1 Plaintiff Holeshot, as owner of the Real Property, engaged Defendant Alis to
23 perform construction services as a general contractor at the Real Property. Defendant Alis’s

1 scope of work included, by way of example, but by no means limited to: installation of new
2 windows and doors; painting of interior and exterior; remodeling kitchen and laundry rooms
3 as well as various other repairs (the “Work”). The total estimate to complete the Work was
4 \$43,436.53.

5 2.2 In order to commence the Work, Defendant Alis required a \$20,000.00
6 construction deposit from Plaintiff, Holeshot; \$10,000.00 of which was allotted as an advance
7 for the express purpose of purchasing materials required for the Work and the remainder was
8 allotted for work to be performed by Defendant Alis. Plaintiff Holeshot paid this initial
9 construction deposit as required and, accordingly, Defendant Alis started the Work on the
10 Real Property.

11 2.3 Plaintiff Holeshot and Defendant Alis’s business relationship and their
12 understanding of the Work and associated costs was based upon both written and verbal
13 communications between the parties. At no time prior to Defendant Alis’s self-termination
14 and abandonment of the Work did Plaintiff Holeshot or its affiliates self-perform any of the
15 Work.

16 2.4 Defendant Alis failed to provide Plaintiff with a “Notice to Customer”
17 disclosure as required by RCW 18.27.114 prior to commencing the Work. In addition, none
18 of Defendant Alis’s written invoices or other communications referenced Alis’s contractor
19 registration number.

20 2.5 In attempting to perform under the parties’ agreement, Defendant Alis
21 performed work that was outside the scope of the Work, which of the work Plaintiff Holeshot
22 was aware, Defendant Alis was specifically told to not to perform. As more particularly set
23 forth herein, Defendant Alis breached the parties’ agreement by failing to perform its

1 contractual obligations including, by way of example but by no means limited to: failing to
2 perform the Work in a workmanlike manner or failing to perform it at all; failing to purchase
3 the required materials; failing to use licensed, registered, and bonded subcontractors and,
4 ultimately, abandoning its Work.

5 2.6 Defendant Alis utilized inexperienced, unlicensed subcontractors to perform
6 the Work. In addition, Defendant Alis employed inexperienced laborers to perform the Work.

7 2.7 Of the portion of Work that was actually attempted by Defendant Alis, its
8 agents and/or subcontractors, the work and work-product fell far below the industry standards.

9 2.8 Defendant Alis actually failed to use any portion of the construction deposit to
10 purchase materials for the Work, or otherwise refused to provide Plaintiff Holeshoot any
11 records to demonstrate that such materials were in fact purchased. In the alternative, if
12 Defendant Alis actually purchased materials, said materials were never provided to Plaintiff
13 Holeshoot.

14 2.9 As a result of Defendant Alis's failure to perform the Work and properly
15 construct, repair and improve the Real Property as agreed, Plaintiff Holeshoot was forced to
16 hire additional contractors to correct or complete Defendant Alis's work, which has resulted
17 in actual costs to Plaintiff.

18 2.10 When Defendant Alis issued invoices, it failed to credit Plaintiff Holeshoot for
19 work Alis agreed to not charge for due to admitted poor workmanship and/or failure(s) to
20 perform the Work as agreed.

21 2.11 Plaintiff Holeshoot routinely requested that Defendant Alis provide an
22 accounting and documentation to support the labor and materials that it charged to Plaintiff
23

1 Holeshot. However, Defendant Alis refused or otherwise failed to provide any
2 documentation, materials, or accounting to support their charges.

3 2.12 Defendant Alis never provided Plaintiff Holeshot with a sufficient accounting
4 of what materials were purchased during its time performing portions of the Work.

5 2.13 At all times relevant hereto, Plaintiff Holeshot justifiably relied upon
6 Defendant Alis as its general contractor, its purported construction experience, as expressly
7 represented by Defendant Alis, for performance of the Work for a reasonable value and price.
8 Defendant Alis exploited Plaintiff Holeshot's trust and confidence to grossly overcharge for
9 the work it did attempt to perform and/or to charge Plaintiff Holeshot for work that was not
10 actually performed.

11 2.14 Ultimately, as a result of Defendant Alis's deceptive business practices,
12 Plaintiff paid Defendant Alis an amount significantly greater than the "market" or reasonable
13 value for the work actually performed.

14 2.15 There is risk of harm to other customers in the State of Washington as a result
15 of Defendant Alis's business practices and the pattern and practice engaged in this matter by
16 Defendant Alis demonstrates potential repetition to other customers.

17 2.16 As a result of Defendant Alis's breach(es) of the parties' agreement and
18 ultimate failure to perform the Work, Plaintiff Holeshot has had to exercise its remedies
19 including, but not limited to engaging subcontractors to remedy and complete Defendant
20 Alis's Work. To date, Plaintiff Holeshot has incurred damages of not less than \$50,000.00
21 with the total sum of damages incurred to be established at trial.
22
23

1 2.17 Based upon information and belief, Alis was undercapitalized for the time period
2 referenced above and, based on further information and belief, its principals, members, and/or
3 officers knew or should have known of such undercapitalization.

4 **III. FIRST CAUSE OF ACTION –**
5 **CLAIM ON CONTRACTORS BOND**

6 3.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading
7 as thought set forth in full herein.

8 3.2 Defendant American Contractors Indemnity Company is named solely as
9 issuing Bond No. 100301498, in the amount of \$12,000, pursuant to Washington State law,
10 RCW 18.27 *et seq.*, on behalf of Defendant Alis. Defendant American Contractors Indemnity
11 Company is named as a party in this action for the sole purpose of Plaintiff's claim against the
12 surety bond of Defendant. Plaintiff Holeshoot is an assignee of PacWest Investment Group,
13 LLC pursuing a claim against the bond.

14 **IV. SECOND CAUSE OF ACTION –**
15 **BREACH OF CONTRACT/QUANTUM MERUIT**

16 4.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading
17 as thought set forth in full herein.

18 4.2 In exchange for payment, Defendant Alis agreed to perform construction
19 services and the Work on the Real Property. The agreement between Plaintiff Holeshoot and
20 Defendant Alis is a valid and binding contract. Defendant Alis breached its contract with
21 Plaintiff Holeshoot by unduly delaying performance, failing to perform duties pursuant to the
22 contract, and/or committing other acts or omissions amounting breaches of contract.

23 4.3 As a result of Defendant Alis's breaches, Plaintiff Holeshoot has sustained
economic harm and is entitled to monetary damages in amount to be proven at trial resulting

1 from all direct, foreseeable, consequential, and incidental actions and/or omissions of
2 Defendant Alis. Plaintiff Holeshoot is further entitled to be paid accrued interest, attorneys'
3 fees and costs incurred in pursuing this action

4 **V. THIRD CAUSE OF ACTION –**
5 **VIOLATION OF CONSUMER PROTECTION ACT**

6 5.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading
7 as thought set forth in full herein.

8 5.2 Defendant Alis engaged in unfair and deceptive acts affecting the public
9 interest and are therefore in violation of the Consumer Protection Act, RCW 19.86, *et seq.*
10 Defendant Alis provided estimates and contract amounts with which it could not comply.
11 Defendant Alis also failed to follow the statutorily required procedures set forth in RCW
12 18.27, *et seq.*, in performing construction work including, but not necessarily limited to,
13 failing to provide a “Notice to Customer” as required by RCW 18.27.114. Pursuant to RCW
14 18.27.350, Defendant Alis’s infraction is deemed to affect the public interest and “shall
15 constitute a violation of chapter 19.86 RCW.” These acts by Defendant Alis have affected the
16 public interest and show potential for repetition to other customers.

17 5.3 As a result of Defendant Alis’s violation of the Consumer Protection Act,
18 Plaintiff is entitled to treble damages and reasonable costs and attorneys’ fees.

19 **VI. FOURTH CAUSE OF ACTION –**
20 **CONVERSION/CONSTRUCTIVE TRUST**

21 6.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading
22 as thought set forth in full herein.

23 //

//

1 6.2 Defendant Alis's acts have seriously and intentionally interfered with Plaintiff
2 Holeshot's right of possession to its property. Defendant's acts have caused physical damage
3 to Plaintiff's property.

4 6.3 Plaintiff has been damaged as a result of such conversion, in an amount to be
5 established at trial.

6 6.4 In the alternative, Defendant Alis purports to hold title to the Plaintiff's chattel
7 in the form of money and other personal property. Plaintiff's tendered money, including but
8 not limited to, the \$20,000.00 construction deposit and other personal property to Defendant
9 Alis in trust for the Work to the Real Property with the understanding that they would receive
10 the benefit of the bargain – performance of the Work or return of the money and personal
11 property tendered. Defendant Alis's possession of Plaintiff's money and other personal
12 property through actual fraud, misrepresentation, concealment, abuse of confidence, or other
13 questionable means.

14 6.5 As a result of malfeasance by Defendant Alis, Defendant Alis would be
15 unjustly enriched by retention of the chattel and therefore have an equitable duty to convey
16 and return the Plaintiff's property or to pay Plaintiff the value of the property in an amount to
17 be proven at trial.

18 **VII. FIFTH CAUSE OF ACTION –**
19 **UNJUST ENRICHMENT**

20 7.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading
21 as thought set forth in full herein.

22 7.2 In the alternative to breach of contract or quantum meruit, Plaintiff hereby
23 claims under promissory estoppel. By tendering payments to Defendant Alis, and Defendant

1 Alis's failure to perform *quid pro quo*, Plaintiffs conferred a benefit to Defendant Alis.
2 Defendant Alis was aware of the benefit being conferred by Plaintiff but has failed or refused
3 to refund the payment or tender the performance owed. It is unjust for Defendant Alis to
4 retain the benefit conferred by Plaintiffs without tendering payment to the extent of its unjust
5 enrichment.

6 7.3. Plaintiff is entitled to be paid the principal amount owed for the benefit
7 conferred to Defendant Alis. Plaintiff is further entitled to be paid accrued interest, attorneys'
8 fees and costs incurred in bringing this action.

9 **VIII. SIXTH CAUSE OF ACTION –**
10 **PROMISSORY ESTOPPEL**

11 8.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading
12 as thought set forth in full herein.

13 8.2 By entering into an agreement with Defendant Alis and having Defendant Alis
14 accept Plaintiff's payment(s), Plaintiff should have reasonably expected Defendant Alis to
15 perform as required under the contract where Defendant Alis failed to do so. Acting in
16 justifiable reliance on the promise of Defendant Alis, Plaintiffs tendered payment(s) to
17 Defendant Alis. Injustice can be prevented only by enforcing the promise of Defendant Alis.

18 8.3 Plaintiff is entitled to be reimbursed of all amounts paid on the contract.
19 Plaintiff is further entitled to be paid late fees, accrued interest, reasonable attorneys' fees, and
20 legal costs incurred in pursuing this action.

21 //

22 //

23 //

1 **IX. SEVENTH CAUSE OF ACTION –**
2 **NOTICE OF INTENT TO DISCOVER CORPORATE DISREGARD**
 (as to the principals, members, and officers of Defendant Alis, LLC)

3 9.1 Plaintiff realleges and incorporates the preceding paragraphs of this pleading as
4 thought set forth in full herein.

5 9.2 Based on information and belief (including, but not limited to, information and
6 belief that Defendant Alis was undercapitalized and/or its principals, members, and/or officers
7 engaged in conduct allowing Plaintiff to “pierce the corporate veil”), Plaintiff alleges that the
8 doctrine of corporate disregard applies with regards to the principals, members, and/or officers
9 of Defendant Alis which will render its corporate members liable at law or in equity for all or
10 a portion of the damages owed to Plaintiff. Plaintiffs hereby put Defendant Alis’s corporate
11 members and officers on notice of its intent to claim on this issue, to conduct further discovery,
12 and amend its complaint to include Defendant Alis’s corporate members and officers as named
13 defendants in the above-captioned matter.

14 **X. RESERVATION OF RIGHTS**

15 Plaintiff reserve the right to assert additional claims as may be appropriate following
16 further investigation and discovery.

17 **XI. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray for the following relief against Defendants, jointly and
19 severally:

20 11.1 For judgment against Defendants in an amount to be proven at trial, plus
21 interest at the rate of twelve percent (12%) per annum on the liquidated sum.

22 11.2 For judgment against the Defendants for consequential damages in an amount
23 to be proven at trial incurred as a result of Defendant Alis’s breach of contract;

1 11.3 For judgment against Defendants for damages incurred as a result of Alis's
2 above-referenced conduct.

3 11.4 For judgment against Defendants in an amount to be proven at the time of trial
4 representing the reasonable costs to properly repair Plaintiff's home.

5 11.5 For judgment against Defendants for attorneys' fees and costs as provided by
6 statute or equity;

7 11.6 For judgment against Defendant American Contractor's Indemnity Company
8 in the bond amount of \$12,000;

9 11.7 For judgment against Defendants for treble damages under RCW 19.86 *et seq.*;
10 and

11 11.8 For an award of Plaintiffs' post-judgment attorneys' fees and costs incurred in
12 collection on the judgment.

13 11.9 For such other relief as the Court deems just and equitable.

14 DATED this 11th day of January, 2017.

15 SMITH ALLING, P.S.

16
17 By: 

18 Chad E. Ahrens, WSBA #36149
19 Maura S. McCoy, WSBA #48070
20 Attorneys for Plaintiff
21
22
23

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

HOLESHOT PROPERTIES, LLC, a
Washington state limited liability company;
Assignee of PACWEST INVESTMENT
GROUP, INC., a Nevada corporation,

Plaintiff,

vs.

ALIS HOMES, LLC, a Washington state
limited liability company, and AMERICAN
CONTRACTORS INDEMNITY CO., a
Washington state corporation, Bond No.
100301498,

Defendants.

JUDGE MATTHEW W. WILLIAMS

NO. 17-2-07550-7 KNT

**DECLARATION OF SARAH V.
HOOVER IN SUPPORT OF ALIS
HOMES, LLC'S MOTION FOR
SUMMARY JUDGMENT**

Hearing: November 17, 2017 at 9:00 a.m.
With Oral Argument

I, SARAH V. HOOVER, state and declare as follows:

1. I am over the age of eighteen (18) and make this statement based on my personal knowledge.

2. I am one of the owners of Alis Homes, LLC ("Alis Homes").

3. I, on behalf of Alis, negotiated with Heather Rickman of Holeshot Properties LLC's ("Holeshot") predecessor, PacWest Investment Group, Inc. ("PacWest"), to perform certain construction services as part of a remodel of a property in Auburn, Washington and Alis ultimately entered into a verbal agreement with PacWest. It was my understanding that PacWest intended to remodel the home for the purposes of selling it. In other words, to flip it. Attached hereto as **Exhibit 1** is a true and correct copy of a report generated on the King

GILLASPY & RHODE, PLLC

821 Kirkland Avenue, Suite 200

Kirkland, Washington 98033

Phone (425) 646-2956 Fax (425) 462-4995

DECLARATION OF SARAH V. HOOVER - 1

1 County Department of Assessments indicating PacWest purchased the property July 29, 2016
2 for \$200,000 and sold it (as Holeshoot) on November 30, 2016 for \$361,000.

3 4. Alis Homes then performed the following work on the project: framed a
4 downstairs closet, framed laundry closet, opened up access hole from garage to heater room,
5 removed one of the two kitchen windows, framed and placed temporary siding and installed
6 soffit near that same area, performed demolition of portions of the kitchen walls, added a
7 temporary support wall, and placed two 2x12x15 beams for added to support.

8 5. Alis Homes entered into subcontracts with following subcontractors to perform
9 the respective scopes of work: 2FL Enterprises, LLC dba 2FL Windows & Siding (windows
10 and gutters), Comprehensive Electrical Services, LLC (electrical), Carlson Custom Finishes
11 (painting) and PDM Drywall & Repair (drywall). Contractors retained by Holeshoot were also
12 on site during this time, doing other work.

13 6. Alis Homes suspended work on the Project less than a month after it started
14 when the relationship had deteriorated.

15 7. Alis Homes denies the baseless allegations set out in Holeshoot's complaint.

16 I STATE AND DECLARE UNDER THE LAWS OF THE STATE OF
17 WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF
18 MY KNOWLEDGE.
19

20 DATED this 28 day of September, 2017 in Bonney Lake Washington.

21
22 Sarah V. Hoover
23 Sarah V. Hoover
24
25

DECLARATION OF SARAH V. HOOVER - 2

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PARCEL DATA

Parcel	375160-1007	Jurisdiction	KING COUNTY
Name	RAMBO JUSTIN M	Levy Code	3490
Site Address	34625 53RD AVE S 98001	Property Type	R
Residential Area	055-016 (SW Appraisal District)	Plat Block / Building Number	30
Property Name		Plat Lot / Unit Number	24-25
		Quarter-Section-Township-Range	<u>SW-23-21-4</u>

Legal Description

JOVITA HEIGHTS ADD
 PLat Block: 30
 Plat Lot: 24-25

LAND DATA

Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	9,600
Acres	0.22

Percentage Unusable	
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	R4
Water	WATER DISTRICT
Sewer/Septic	PRIVATE
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	GRAVEL

[ADVERTIS](#)**Views**

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Designations

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Nuisances

Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	NO
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BUILDING

Building Number	1
Year Built	1959
Year Renovated	0
Stories	1
Living Units	1
Grade	7 Average
Grade Variant	0
Condition	Good
Basement Grade	6 Low Average

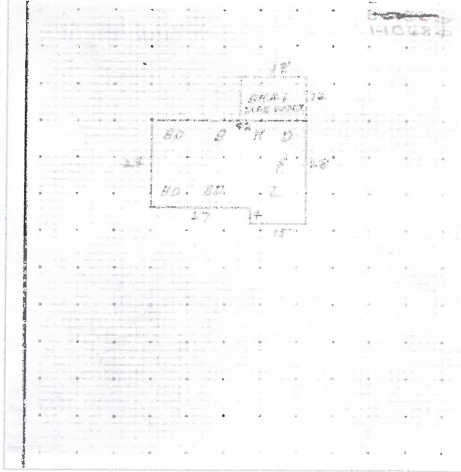
Exhibit No. 1, Decl. Hoover

1st Floor	1,070
1/2 Floor	0
2nd Floor	0
Upper Floor	0
Finished Basement	640
Total Finished Area	1,710
Total Basement	1,070
Basement Garage	340
Unfinished 1/2	0
Unfinished Full	0
AGLA	1,070
Attached Garage	0
Bedrooms	3
Full Baths	1
3/4 Baths	0
1/2 Baths	0
Heat Source	Oil
Heat System	Forced Air
Deck Area SqFt	220
Open Porch SqFt	0
Enclosed Porch SqFt	0
Brick/Stone	0
Fireplace Single Story	0
Fireplace Multi Story	1
Fireplace Free Standing	0
Fireplace Additional	1
AddnlCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	YES
View Utilization	

Picture of Building 1



Floor plan of Building 1



Accessory Of Building Number: 1

Accessory Type	Picture	Description	SqFt	Grade	Eff Year	%	Value	Date Valued
PRK:DET GAR			1510	7 Average	1989			

TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
375160100703	2017	2018		3490	65,000	235,000	300,000	0	65,000	235,000	300,000	
375160100703	2016	2017		3490	65,000	192,000	257,000	0	65,000	192,000	257,000	
375160100703	2015	2016		3490	65,000	188,000	253,000	0	65,000	188,000	253,000	
375160100703	2014	2015		3490	65,000	173,000	238,000	0	65,000	173,000	238,000	
375160100703	2013	2014		3490	62,000	135,000	197,000	0	62,000	135,000	197,000	
375160100703	2012	2013		3490	62,000	130,000	192,000	0	62,000	130,000	192,000	
375160100703	2011	2012		3490	66,000	141,000	207,000	0	66,000	141,000	207,000	
375160100703	2010	2011		3490	70,000	147,000	217,000	0	70,000	147,000	217,000	
375160100703	2009	2010		3490	70,000	153,000	223,000	0	70,000	153,000	223,000	
375160100703	2008	2009		3490	70,000	206,000	276,000	0	70,000	206,000	276,000	
375160100703	2007	2008		3490	67,000	184,000	251,000	0	67,000	184,000	251,000	
375160100703	2006	2007		3490	62,000	158,000	220,000	0	62,000	158,000	220,000	
375160100703	2005	2006		3490	59,000	161,000	220,000	0	59,000	161,000	220,000	
375160100703	2004	2005		3490	56,000	152,000	208,000	0	56,000	152,000	208,000	
375160100703	2003	2004		3490	54,000	142,000	196,000	0	54,000	142,000	196,000	
375160100703	2002	2003		3490	52,000	134,000	186,000	0	52,000	134,000	186,000	
375160100703	2001	2002		3490	50,000	128,000	178,000	0	50,000	128,000	178,000	
375160100703	2000	2001		3490	48,000	124,000	172,000	0	48,000	124,000	172,000	
375160100703	1999	2000		3490	30,000	101,000	131,000	0	30,000	101,000	131,000	
375160100703	1998	1999		3490	30,000	90,000	120,000	0	30,000	90,000	120,000	
375160100703	1997	1998		3490	0	0	0	0	30,000	82,000	112,000	
375160100703	1996	1997		3490	0	0	0	0	28,000	75,600	103,600	
375160100703	1994	1995		3490	0	0	0	0	28,000	75,600	103,600	

375160100703	1992	1993	3490	0	0	0	0	31,400	61,700	93,100	
375160100703	1990	1991	3490	0	0	0	0	23,100	61,700	84,800	
375160100703	1989	1990	3490	0	0	0	0	15,300	63,000	78,300	
375160100703	1988	1989	3490	0	0	0	0	15,300	46,800	62,100	
375160100703	1987	1988	3490	0	0	0	0	13,500	44,600	58,100	
375160100703	1986	1987	3490	0	0	0	0	13,500	44,600	58,100	
375160100703	1985	1986	3489	0	0	0	0	12,000	48,800	60,800	
375160100703	1984	1985	3489	0	0	0	0	10,000	48,800	58,800	
375160100703	1982	1983	3489	0	0	0	0	10,000	48,800	58,800	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
<u>2837271</u>	<u>20161201000889</u>	11/30/2016	\$361,000.00	HOLESHOT PROPERTIES LLC	RAMBO JUSTIN M	Statutory Warranty Deed	None
<u>2834657</u>	<u>20161117001201</u>	11/16/2016	\$0.00	PACWEST INVESTMENT GROUP INC	HOLESHOT PROPERTIES LLC	Quit Claim Deed	Other
<u>2813542</u>	<u>20160803000255</u>	7/29/2016	\$200,000.00	SCHULTZ FERN	PACWEST INVESTMENT GROUP INC	Statutory Warranty Deed	Other

REVIEW HISTORY

PERMIT HISTORY

Permit Number	Permit Description	Type	Issue Date	Permit Value	Issuing Jurisdiction	Reviewed Date
ADDC15-0193	OTCP - REPLACE EXISTING DECK WITH 12' X 16' SECOND STORY DECK,	Remodel	3/24/2015	\$4,800	KING COUNTY	6/18/2015

HOME IMPROVEMENT EXEMPTION

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